

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

October 23, 2015

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

SUBJECT: Establish a Volunteer Agreement with the Stevens World Peace Garden, LLC at the Lē'ahi Millennium Peace Garden, Diamond Head State Monument, Honolulu, O'ahu [TMK: (1) 3-1-42: por. 10].

The Curator Program was initiated in 1987 by the State Historic Preservation Division (SHPD) and the Division of State Parks to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, the volunteer program has expanded to include natural resources in the parks and projects such as educational programs, interpretation, and site restoration. The agreements developed between the organization and the Department of Land and Natural Resources (DLNR) outline the responsibilities of the volunteer organization for a 5-year term.

The Lē'ahi Millenium Peace Garden on the outer slopes of Diamond Head crater was created in 1999 by the People's Millennium Peace Congress. The 0.6-acre garden consists of native Hawaiian plantings with an irrigation system, a Peace Circle with bronze plaques, a time capsule, a rest bench, two wooden signs and a bronze plaque identifying the Peace Garden, and plant identification signs. This agreement will also encompass the landscaped area to the north of the Peace Garden that serves as a park entry off of Diamond Head Road. This park area (0.3 acre) is a continuum of the Peace Garden with native plantings interspersed with grass lawn. Excluded from the agreement are the bus shelter, park name sign, and park walkways. The Peace Circle, rest bench, wooden signs, and plant signs were constructed and installed by Soka Gakkai International-USA (SGI-USA) in 2010 and this organization is responsible for these elements under a separate Memorandum of Agreement with DLNR.

The Stevens World Peace Garden, LLC is solely owned by the Stephen E. and Isabella H. Stevens Foundation, a Hawai'i 501(c)(3) organization that was established in 2008 to support peace projects that impact Hawai'i's youth. One of the Foundation's projects is to create a statewide peace garden initiative work with Hawai'i's public and private schools. Funding is provided to any school that wishes to beautify their campus and provide a place of peace, reflection, and positive learning for the students. The Foundation has already partnered with Mid-Pacific Institute, Punahou, Iolani, and Saint Andrew's Priory to create peace related programs and educational workshops. The goals of the Stevens World Peace Garden are closely aligned with the Lē'ahi Millennium Peace Garden that was created by youth to promote world peace and initially maintained by the Youth Environmental Services (YES) organization. The individuals who have been involved with the Peace Garden for the past 15 years are also affiliated with the Stevens World Peace Garden which provides continuity in the mission and goals of the Lē'ahi Millennium Peace Garden.

ITEM E-1



The Stevens World Peace Garden will work in partnership with others already working to maintain, improve, and interpret the Lē'ahi Millennium Peace Garden, including SGI-USA and the long-time volunteers of the Lē'ahi Garden. While much of the agreement will address the continued maintenance of the Lē'ahi Garden and the adjacent park entry, the Stevens World Peace Garden has expressed a desire to improve the site with additional native plantings and expanded educational opportunities for the schools. Being located between Diamond Head Road and the newly completed Fort Ruger Pathway, the Peace Garden is open and accessible to residents and visitors.

**RECOMMENDATION:**

State Parks encourages community involvement and assistance with the care, management, and interpretation of the resources in the parks. The Stevens World Peace Garden, LLC has indicated a willingness to assist with the maintenance of the Lē'ahi Millennium Peace Garden and adjacent park entry area in coordination with State Parks and other interested organizations. State Parks recommends that the Board grant approval for DLNR to enter into a 5-year agreement with the Stevens World Peace Garden, LLC to allow them to care for the Lē'ahi Millennium Peace Garden within Diamond Head State Monument subject to the following conditions:

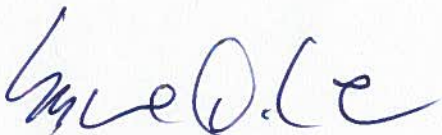
1. Review and approval of the agreement by the Department of the Attorney General.
2. The Stevens World Peace Garden, LLC prepares the required environmental and regulatory documents and obtains approvals and permits that may be required prior to conducting any major improvements at the site.
3. Amendments and renewals of the volunteer agreement are delegated to the Chairperson.
4. And such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,



CURT A. COTTRELL  
State Parks Administrator

APPROVED FOR SUBMITTAL:



SUZANNE CASE, Chairperson


Attachment: Draft Agreement with the Stevens World Peace Garden, LLC

The County World Peace Garden will work in partnership with others already working in the area to provide for the needs of the community. The County World Peace Garden will be a place where people can come to learn about the world and the importance of peace. The County World Peace Garden will be a place where people can come to learn about the world and the importance of peace. The County World Peace Garden will be a place where people can come to learn about the world and the importance of peace.

# MEMORANDUM

State Park resources currently involved in and assistance with the construction and management of the garden. The County World Peace Garden LLC has indicated a willingness to work with the management of the State Park resources. The County World Peace Garden LLC has indicated a willingness to work with the management of the State Park resources. The County World Peace Garden LLC has indicated a willingness to work with the management of the State Park resources.

1. Review and approval of the agreement by the Attorney General.
2. The County World Peace Garden LLC provides the financial, environmental and regulatory documents and other information and permits that may be required prior to conducting any major improvement projects.
3. Amendments and cancellations of the various provisions are delegated to the Department.
4. And such other terms and conditions as may be prescribed by the Department to best serve the interests of the State.

Respectfully submitted,  
  
 CURT A. GOTTLIEB  
 State Park Administrator

APPROVED FOR SUBMITTAL  
  
 MARK L. E.  
 COUNTY CLERK

**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS**

**AGREEMENT**

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 201\_\_\_\_, between the Board of Land and Natural Resources, State of Hawai'i (hereafter "STATE"), whose address is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, and Stevens World Peace Garden, LLC (also referred to herein as "SWPG"), whose address is 1003 Bishop Street, Suite 1200, Honolulu, Hawai'i 96813, for and regarding the Lē'ahi Millennium Peace Garden within Diamond Head State Monument, ahupua'a of Waikīkī, district of Honolulu, island of O'ahu, State of Hawai'i [TMK: (1) 3-1-42: por. 10].

**INTRODUCTION**

The STATE is the owner of Diamond Head State Monument (SM) which encompasses 511 acres, including the interior and the outer slopes of the crater. This agreement specifically addresses the Lē'ahi Millennium Peace Garden (also referred to as "Garden") and the adjacent park entry area under the jurisdiction of the Division of State Parks (Attachment 1). This agreement for assistance with the maintenance, management, and interpretation of the Peace Garden and the adjacent park entry area is in the public interest and serves a public purpose. The SWPG will perform all duties and responsibilities without pay from the STATE.

The Lē'ahi Millenium Peace Garden was created in 1999 by the People's Millennium Peace Congress. The 0.6-acre garden consists of native Hawaiian plantings with an irrigation system, a Peace Circle with bronze plaques, a time capsule, a rest bench, two wooden signs and one bronze plaque that identify the Peace Garden, and plant identification signs. This agreement will also encompass the landscaped area to the north of the Peace Garden that serves as a park entry off of Diamond Head Road. This area measures about 100 by 150 feet (0.3 acre) and is a continuum of the Peace Garden with native plantings interspersed with grass lawn. Maintenance of the Peace Circle, rest bench, wooden signs, and plant signs will be coordinated with Soka Gakkai International-USA (SGI-USA) who is responsible for these elements under a separate Memorandum of Agreement with the STATE.

**RESPONSIBILITIES OF THE STEVENS WORLD PEACE GARDEN**

1. Coordinate all actions and activities undertaken in the execution of this Agreement with State Parks.



2. Designate a project coordinator(s) who shall coordinate all work projects on-site and ensure that all participants complete State Parks' volunteer and release of liability forms (Attachments 2 and 3) and provide the completed waiver forms to State Parks.
3. Submit an annual report of activities and volunteer hours performed under this Agreement to State Parks.
4. Maintain the Peace Garden and adjacent park entry area within Diamond Head State Monument by weeding and maintaining the native plantings, maintaining the grass lawn, and maintaining the Peace Garden signs.
5. Develop and implement a written training and safety plan for the use of tools, equipment, machinery, and herbicides by volunteers when removing vegetation, installing rock features, planting new vegetation, and maintaining the project area. The following guidelines shall be followed:
  - a. Mowers, chainsaws, weed whackers, and other hand tools may be used. The cut debris will be chipped or composted and either used on-site or transported off-site. There is to be no burning within the site area.
  - b. A herbicide with dissipation properties such as Round-up, may be used. All instructions for proper application of such herbicides shall be followed.
  - c. Vegetation removal shall be done with minimal ground disturbance and include steps to minimize erosion and stabilize the ground surface.
  - d. The specifics of the vegetation removal, use of herbicides, and any use of machinery shall be discussed and approved by State Parks.
  - e. The safety plan must be reviewed and approved by State Parks prior to work at the Park. This plan shall include the use of safety gear and protection of the public when working in the Park. Safety training and briefings are required prior to any work and use of tools by members and/or volunteers.
6. Periodically monitor the condition of the Garden and the adjacent Park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, the SWPG will notify State Parks as soon as possible.
7. The SWPG may prepare and implement a landscape plan to expand or alter plantings within the Garden. Any planting or landscaping plan shall be reviewed and approved in writing by State Parks prior to implementation.
8. The SWPG may prepare and install interpretive devices and displays, contingent upon prior written approval of an interpretive plan by State Parks. If a historic property is involved, prior written approval by the State Historic Preservation Division (SHPD) in accordance with Chapter 13-277, HAR is also required.
9. The SWPG may provide educational and interpretive programs in the park, including leading interpretive tours and service projects in the park based on written interpretive

plans, educational curriculum, and other materials that have been approved in writing by State Parks.

10. The SWPG may install passive park facilities in the Garden, such as benches, in compliance with an approved plan if the SWPG receives prior written approval from State Parks and obtains all required permits.
11. The SWPG may assist State Parks with various management projects, such as the installation of regulatory signs that include reference to State law and DLNR rules under the guidance and approval of State Parks.
12. With State Parks written approval, the SWPG may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; Chapter 13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281-3, HAR, and hold a valid permit to conduct archaeological activities in Hawai'i in accordance with §13-282-3, HAR. If any state funds are applied, all applicable state procurement laws shall be followed.
13. Procure, at their own cost and expense, and maintain during the entire period of this Agreement, comprehensive general liability insurance, issued by an insurance company or companies licensed or authorized to do business in the State of Hawaii, with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the State of Hawai'i, Department of Land and Natural Resources ("DLNR"). The insurance shall cover any and all activities and responsibilities set forth in this Agreement.

Prior to or upon execution of this Agreement, the SWPG shall furnish DLNR with a certificate(s) of insurance showing the insurance policy or policies. If the scheduled expiration date of the current insurance policy is sooner than the specified termination date of this Agreement, the SWPG shall, upon renewal of the insurance policy or policies, provide DLNR with a copy of the renewed insurance policy or policies. This insurance shall not be cancelled, limited in scope or coverage, or nonrenewed until after thirty (30) calendar days written notice has been given to DLNR. DLNR may, at any time, require the SWPG to provide DLNR with copies of the insurance policy or policies that are or were in effect during this Agreement.

The Chairperson of the Board shall retain the right at any time to review the coverage, form, and amount of insurance required by this Agreement. If, in the opinion of the Chairperson of the Board, the insurance provisions in this Agreement do not provide adequate protection for the State of Hawai'i, the Chairperson may require the SWPG to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Chairperson's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Chairperson shall notify the SWPG in writing of changes in the insurance requirements and the SWPG shall deposit copies of acceptable insurance policy or policies and certificate(s) thereof, with incorporated changes within thirty (30) calendar days of receipt of the notice.

The procuring of the required policy or policies of insurance shall not be construed to limit liability under this Agreement nor to relieve or release the SWPG of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy or policies of insurance, the SWPG shall be obligated for the full and total amount of any damage, personal injury, wrongful death, or loss arising out of, or in connection with the activities and responsibilities under this Agreement.

14. The SWPG shall defend and indemnify the State of Hawai'i, its officers, employees, agents, and assigns, and hold each of them harmless from any claims and demands from any person(s) arising out of or based on any personal injury, death, or property damage arising directly or indirectly from the activities of its officers, members, volunteers, and contractors set forth in this Agreement. This provision shall survive the termination of this Agreement.

15. The SWPG, their parents, subsidiaries and affiliates, successors, assigns, and members remise, release, and forever discharge the State of Hawai'i, and its officers, employees, agents, and assigns, acting in their official capacities with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of the death or injury to its officer(s) or employee(s), of the property of its officer(s) or employee(s), that may be due or attributable to the activities as set forth in this Agreement. This provision shall survive the termination of this Agreement.

16. The SWPG, their parents, subsidiaries and affiliates, licensees, successors, assigns, and members assume all risk of bodily injury, wrongful death, and/or property damage that may be due or attributable to the activities as set forth in this Agreement and hereby waive any and all claims against the State of Hawai'i, its officers, employees, agents, and assigns.

17. Use of the park shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Chapter 13-146, HAR) and all other applicable rules and regulations of the



Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the City and County of Honolulu, State of Hawai'i, and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger compliance with this statute.

18. The SWPG may sponsor volunteer projects in addition to their regular maintenance responsibilities but State Parks must approve and shall be notified 5 working days in advance of large volunteer projects. A permit may be required for any activity involving over 25 individuals.

#### SPECIAL CONDITIONS

The members and volunteers of the SWPG shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the partnership and maintenance of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site;
5. Cause any significant disruption to normal park usage; or
6. Undertake site improvements unless these tasks are covered in this Agreement or in later amendments to this Agreement.

#### RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this Agreement and may issue permits, including commercial permits, conduct archaeological and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the SWPG on these activities as deemed appropriate by the STATE.
2. State Parks agrees to provide information in its possession relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features which are not of a confidential nature, draft environmental impact assessments and statements, and plans regarding existing or proposed future uses of lands within the park. The information State Parks will provide is limited to information that is not confidential.
3. The assistance of State Parks may be requested for large clearing and hauling projects. State Parks assistance may be requested for the purchase of supplies and equipment for work conducted at the site, including the purchase and use of herbicides, with the understanding

that State resources may be limited or restricted. Such requests should be coordinated with the State Parks O'ahu District Parks Superintendent.

4. In accordance with §6E-7 and §6E-8, HRS, and Chapter 13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division (SHPD) to proceed with proposals under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.

#### RESTRICTIONS ON THE ROLE OF THE STEVENS WORLD PEACE GARDEN

1. Tasks not specified in this Agreement may not be undertaken. The SWPG may propose amendments to this Agreement to undertake other tasks. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this Agreement and the potential imposition of civil or criminal penalties under sections 6E-11, 6E-11.5, and/or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.
3. It is the role of the SWPG to help protect the Park resources covered by this Agreement and to help provide public access for the park's visitors. The SWPG is not the owner of the Park and cannot restrict access.

#### CHECKS TO ENSURE PROPER CURATION

1. The SWPG and the STATE, through the Division of State Parks, will agree on a schedule for when work will be performed. The STATE will monitor the progress of the work and maintain close communication with the SWPG. The SWPG will notify the STATE in writing if a schedule change is necessary and obtain written approval of said schedule change from the STATE.
2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify the SWPG in writing of the problem(s) and will provide suggestions to correct the problem(s). The SWPG will be allowed a reasonable time to correct the problem(s) and if they fail to correct the problem(s), the STATE may terminate this Agreement.

### INDIVIDUAL MEMBERS AND VOLUNTEERS OF THE STEVENS WORLD PEACE GARDEN

The SWPG shall be solely responsible for the actions of its members and volunteers who perform the responsibilities of the SWPG under this Agreement.

### TERM & MODIFICATION OF AGREEMENT

The term of this Agreement is for a period of five (5) years beginning on the effective date of the Agreement. Either party may terminate this Agreement after providing the other party with thirty (30) days written notice. This Agreement may be amended only in writing signed by both the STATE and the SWPG.

IN WITNESS WHEREOF, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written. By signing, the person indicates they have the requisite authority to enter into this Agreement on behalf of the entity indicated.

**STATE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Chairperson  
Board of Land & Natural Resources  
\_\_\_\_\_  
(Print Title & Organization)

\_\_\_\_\_  
(Date)

**STEVENS WORLD PEACE GARDEN, LLC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title & Organization)

\_\_\_\_\_  
(Date)

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

Approved by the Board of Land and Natural Resources at its meeting held on Oct. 23, 2015



**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

: SS.

\_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, to be the person described in and, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the party named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the \_\_\_\_\_, and acknowledges that he/she executed said instrument as the free act and deed of the \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

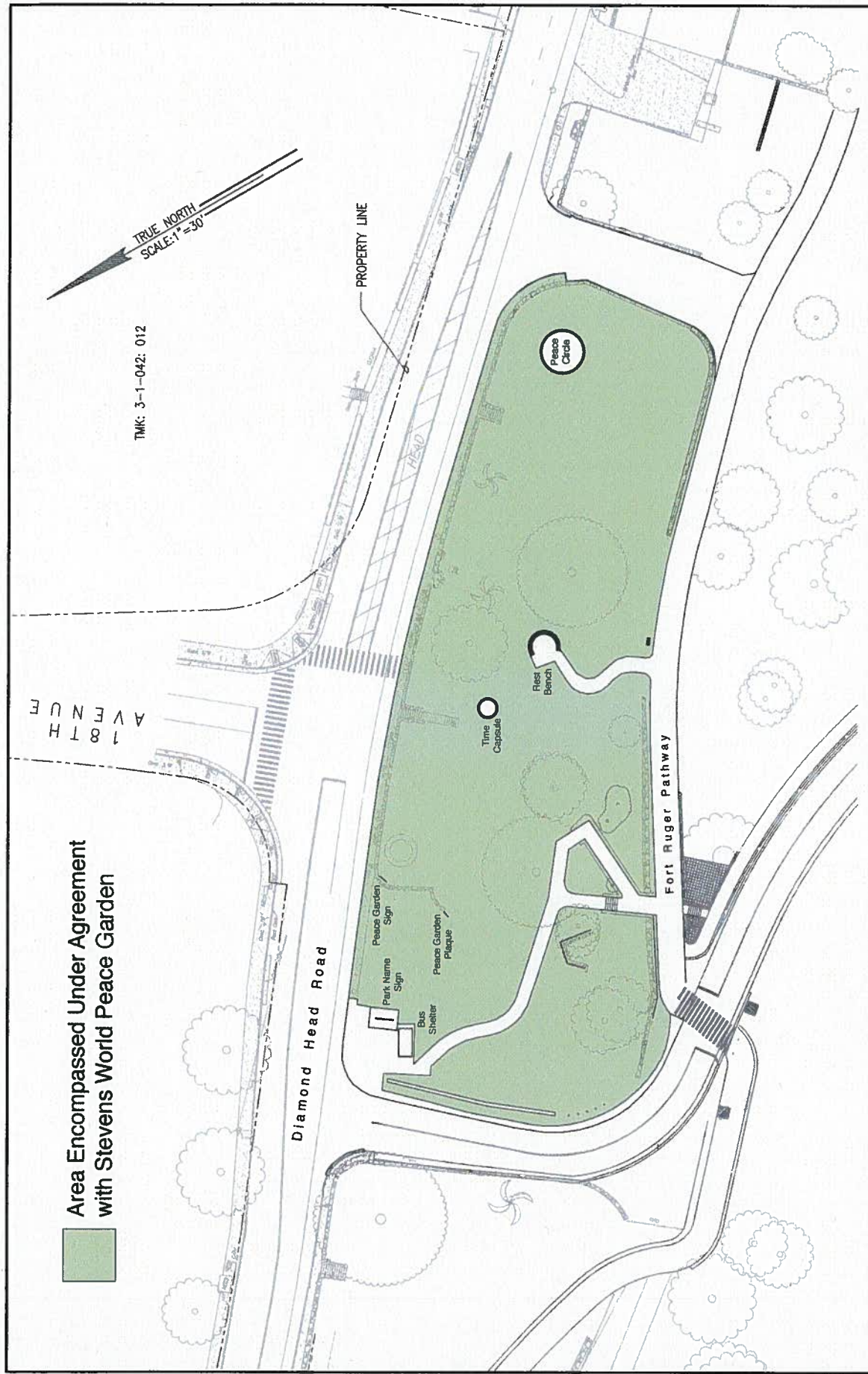
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Notary Public, State of \_\_\_\_\_

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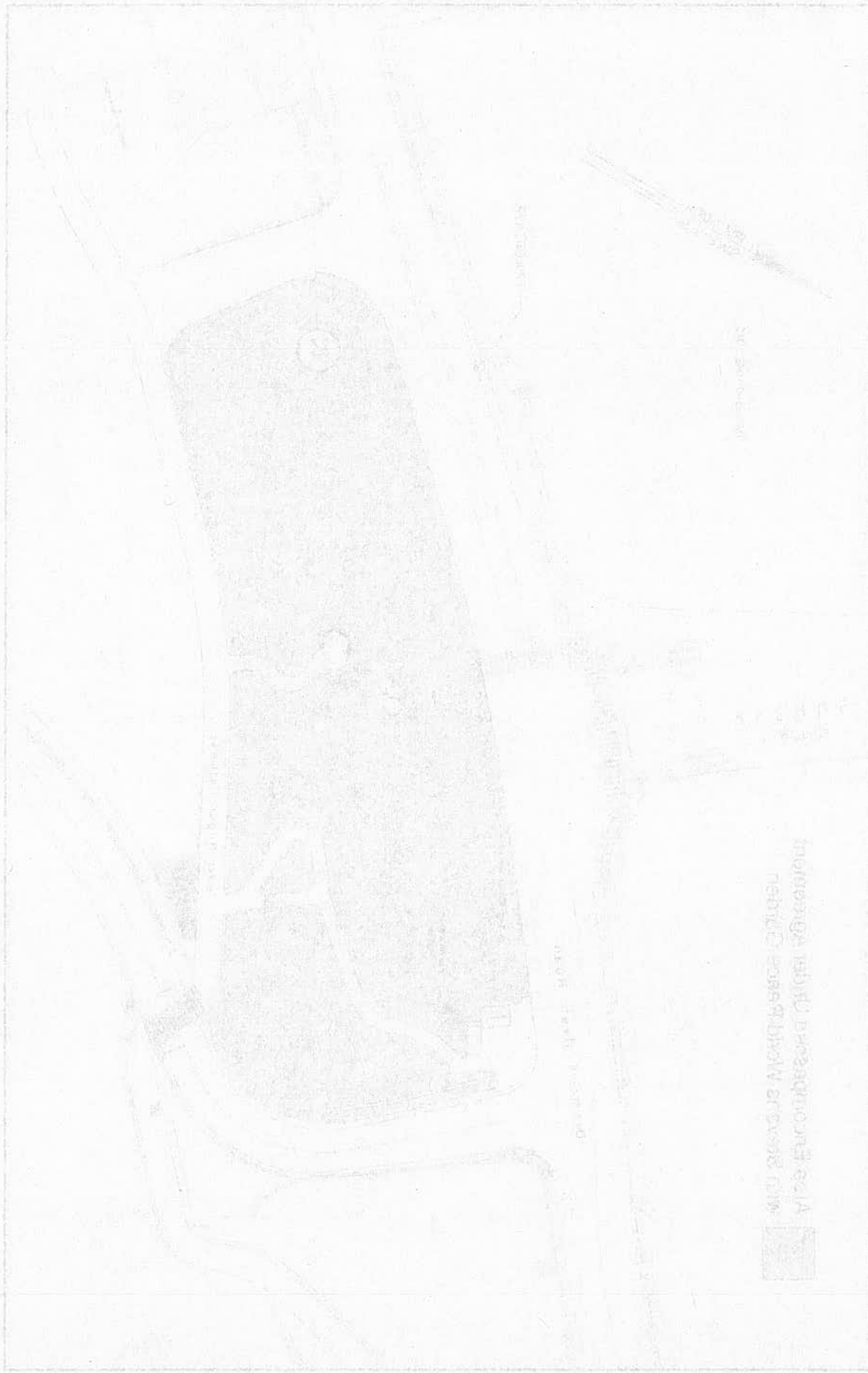


## ATTACHMENT 1a

The Le'ahi Millennium Peace Garden and park entry area encompassed under the agreement.

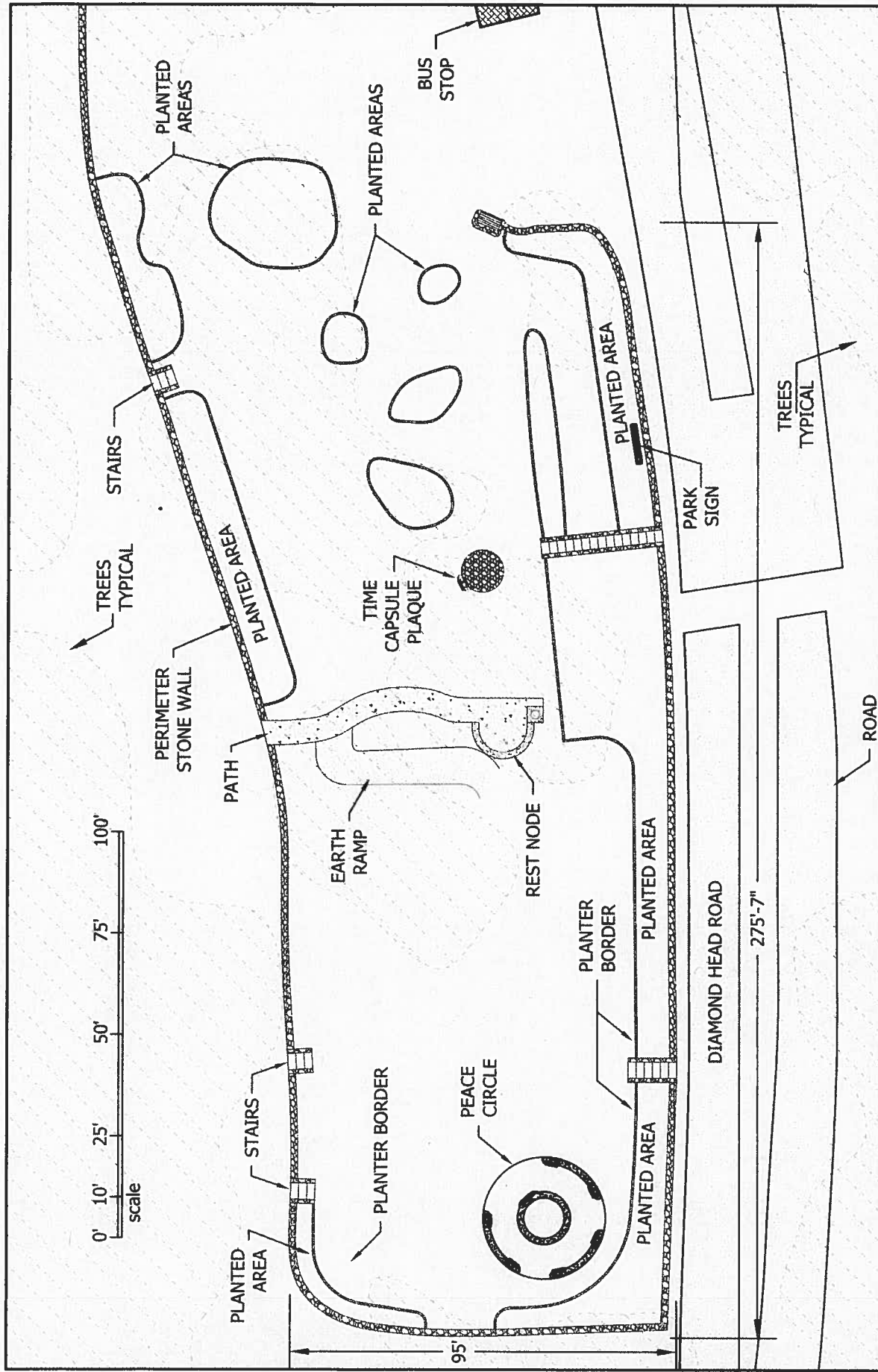
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# АТЧЕНДОВА



АТЧЕНДОВА





# ATTACHMENT 1b

Detail of the Le'ahi Millennium Peace Garden with existing features and planted areas.



## **AGREEMENT FACT SHEET & VOLUNTEER WAIVER**

Park/Site: \_\_\_\_\_

Name of Group or Organization: \_\_\_\_\_

Designated Volunteer Supervisor(s) and their contact numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

List members who are regularly involved in curator activity and titles if applicable:

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12. \_\_\_\_\_

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. \_\_\_\_\_

2. \_\_\_\_\_

ACREMENT FACT SHEET & VOLUNTEER WAFER

1. Name of Group or Organization: \_\_\_\_\_

2. Designated Volunteer Supervisor Name and ID number: \_\_\_\_\_

3. If you are a 501(c)(3) non-profit, please include your ID number and date of incorporation: \_\_\_\_\_

4. Date: \_\_\_\_\_

5. Name of Activity: \_\_\_\_\_

6. List of persons who are regularly involved in current activity and their ID numbers: \_\_\_\_\_

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# STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES RELEASE OF LIABILITY

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

I have requested the Department of Land and Natural Resources to allow me or my child to engage in the following activity or activities on State of Hawaii property known as the Diamond Head State Monument (hereinafter "Park"):  
(Description of activity) \_\_\_\_\_

\_\_\_\_\_ for a period of time starting on \_\_\_\_\_ and ending on \_\_\_\_\_. I agree and acknowledge that my or my child's SAFETY is at moderate to high risk and that I accept RESPONSIBILITY. I fully understand, and by my signature acknowledge that:

I recognize and acknowledge that there are certain inherent risks and dangers involved with the above-described activity or activities at the Park involve certain inherent risks including but not limited to risk of possible injury or death and understand that the following conditions, hazards, or dangers may exist:

• gusty winds	• dense, tangled vegetation
• sharp and/or slippery rocks	• thorny plants
• stinging or biting insects and spiders	• work on or near steam and ocean water
• portable or no bathroom facilities	• wet or slippery roads
• no potable drinking water	• herbicides
• steep drop-offs	• paint, fuel, and oil fumes
• rugged terrain	• work in hunting area
• sharp tools	• wild animals
• lack of nearby medical facilities	• flash floods
• steep and slippery trail and river crossings	• lack of reliable communication service (including no telephone service)
• harsh weather conditions (ranging from hot and humid to wet and cold)	• diseases caused by water, air, or animal vectors

To the extent that my activities may involve the use of motorized tools, hand tools, and/or handling of herbicides, I acknowledge that there are certain inherent risks and dangers involved in such activities, which include (but are not limited to) risk of possible serious bodily injury, death, or poisoning.

Knowing that the above-described activity or activities at the Park may present certain risks and dangers to me or my child, including A RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless permit myself or my child to engage in the above-described activity or activities at the Park. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by the above-described conditions, hazards, and dangers at the Park.

With full knowledge of said conditions, hazards, and dangers, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawaii, and any and all of its officers, employees, and agents, for death or injury to me or my child or damage to or destruction of any of my or my child's property resulting from the conditions, hazards, and dangers listed above.

In consideration for allowing me or my child to engage in the above-described activity or activities at the Park which I have requested, I, for my heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawaii, and any and all of its officers, employees, and agents, acting in their official capacities, from any and all claim(s), demand(s), or cause(s) of action on account of my or my child's death or personal injury or on account of any injury to my or my child's property which may occur from my or my child's negligence, hazards listed herein, or an unforeseeable event, during my or my child's activity or activities at the Park described above.

I understand and acknowledge that the provisions of Chapter 90, Hawaii Revised Statutes, do not apply to me or my child's activities at the Park.

I have read the above waiver and hereby release the State of Hawaii, its officers, employees, agents, and assigns from any and all liability that may result from my above-described activity or activities at the Park.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Minor's Name(s): \_\_\_\_\_

Attachment 3